IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH.

CR NO.6050 of 2006

DATE OF DECISION: 6 .7.2007

Pawan Kumar ...Petitioner

VERSUS

Tejinder Singh ...Respondent

CORAM

HON'BLE MR.JUSTICE PERMOD KOHLI

PRESENT: Mr.Ashok Giri, Advocate for the petitioner

Mr.Kanwaljit Singh, Sr.Advocate with
Mr.Inder Deep Singh Gill, Advocate for the respondent

Permod Kohli (Oral)

This Civil Revision arises out of the order dated 20.7.2006 passed by the Rent Controller, Jalandhar determining and fixing the interim rent at the rate of Rs.1100/- per month in respect of the demised shop with a further direction to the petitioner/tenant to pay the arrears of rent w.e.f. April, 2004 to December, 2005.

The petitioner/tenant claims that the rent of the shop is Rs.700/- and the same does not belong to the respondent. In sum and substance, the petitioner/tenant denies the relationship of "landlord and tenant". Learned counsel for the petitioner/tenant

submits that the learned Rent Controller has wrongly decided the rate of rent. The petitioner/tenant also placed on record certain receipts alleged to be the receipt of rent at the rate of Rs.700/- paid to the grand-mother of the respondent i.e. widow of S. Bahadur Singh who is claimed to be the original landlord of the petitioner/tenant upto February, 2006.

Mr.Kanwaljit Singh, learned Sr. Counsel appearing for the respondent submits that the shop in dispute belongs to the respondent and his grand-father i.e. Bahadur Singh has nothing to do with the same. There is a relationship of landlord and tenant and the shop was rented out to the petitioner/tenant in January, 2004.

Be that as it may, the fact remains that the rent of the shop in question has been determined by the Rent Controller. The dispute regarding the relationship of "landlord and tenant" is also pending before the Rent Controller and can be decided on the basis of the evidence to be led by the parties. Since the Rent Controller has made a determination, it is not deemed appropriate to interfere with the impugned order, in exercise of the revisional jurisdiction in the facts and circumstances of this case. However, keeping in view the dispute raised by the petitioner/tenant, I dispose of this revision with the following directions:-

a) The petitioner/tenant shall pay the rent at the rate of Rs.1100/- per month with effect from March, 2006 till date within two months from today and will continue to pay the rent at the same rate to the respondent against proper receipt or

deposit before the Rent Controller.

b) The petitioner shall deposit differential amount i.e. at the rate of Rs.400/- per month with effect from April, 2004, the date where from arrears are claimed, to February, 2006 with the Rent Controller within two months from today. This amount shall not be disbursed to the respondent till the issues are finally determined by the Rent Controller.

c) The deposit made by the petitioner/tenant before the Rent Controller shall be subject to the final determination by the Rent Controller, regarding the liability of the petitioner.

d) The respondent will file an undertaking before the Rent Controller that if finally relationship of "landlord" and "tenant" is not established or the rate of rent is determined by the Rent Controller at any rate less than Rs.1100/-, he would be bound to refund the whole or the differential amount to the petitioner/tenant, as the case may be.

e) Similarly, the petitioner/tenant will also file an undertaking before the Rent Controller to pay the differential amount, if any, finally determined by the Rent Controller, to the respondent, for the period of April, 2004 to February, 2006.

(PERMOD KOHLI)
JUDGE

06.07.2007
MFK

NOTE: Whether to be referred to the Reporter or